R. H. Garrett

CONTRACTUAL DOCUMENTS FOR STREET PAVING

PROJECT #PE-N3-004

CITY OF ATHENS

ATHENS MODEL CITIES PROGRAM

APRIL 25, 1975

The Hanover Insurance Companies

EXECUTIVE OFFICE: WORCESTER, MASS. 01605

MEMBERS OF THE AMERICA GROUP

CERTIFICATE OF INSURANCE

This is to certify that the Company designated below has issued such of the following policies as are indicated by entry of a policy number below, effective as of the dates and for the periods specified and subject to all provisions and limitations of such policies, whether shown by endorsement or otherwise:

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	NO COVERAGE
			$	NO COVERAGE
COMPREHENSIVE GENERAL LIABILITY	AGL 622258	5-6-75/76	$ 300,000 EACH OCCURRENCE	$ 50,000 EACH OCCURRENCE
			$ 300,000 AGGREGATE	$100,000 AGGREGATE
MANUFACTURERS' AND CONTRACTORS' LIABILITY				$ EACH OCCURRENCE
			$ EACH OCCURRENCE	$ AGGREGATE
OWNERS' AND CONTRACTOR PROTECTIVE LIABILITY				$ EACH OCCURRENCE
			$ EACH OCCURRENCE	$ AGGREGATE
OWNERS' LANDLORDS AND TENANTS' LIABILITY			$ EACH OCCURRENCE	$ EACH OCCURRENCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY			$ EACH OCCURRENCE	$ EACH OCCURRENCE
			$ AGGREGATE	$ AGGREGATE
COMPREHENSIVE AUTOMOBILE LIABILITY	AGL 622258	5-6-75/76	$ 100,000 EACH PERSON	
			$ 300,000 EACH OCCURRENCE	$100,000 EACH OCCURRENCE
AUTO LIABILITY — OWNED AUTOS			$ EACH PERSON	
			$ EACH OCCURRENCE	$ EACH OCCURRENCE
AUTO LIABILITY — HIRED AUTOS			$ EACH PERSON	
			$ EACH OCCURRENCE	$ EACH OCCURRENCE
AUTO LIABILITY — OTHER NON-OWNED AUTOS			$ EACH PERSON	
			$ EACH OCCURRENCE	$ EACH OCCURRENCE
OTHER				

Description of Automobiles, Premises, Location or Nature of Operations:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, condition, agreements or limitations of the Policy's other than as stated, Herein.

This certificate issued to:

City of Athens
Athens,
Georgia 30601

Name and Address of Insured:

R. H. Garrett Paving Contractor, Inc.
Route #1 - Box 239
Statham, Georgia 30666

If the above described policies are canceled prior to the date of expiration at the request of the Company, the Company will give ten days advance notice by mail to the party to whom this Certificate is issued.

If the above described policies are materially changed so as to restrict or reduce the amounts of insurance as stated above or to change the name of the Insured, the Company will notify by mail the party to whom this Certificate is issued.

☒ THE HANOVER INSURANCE COMPANY ☐ MASSACHUSETTS BAY INSURANCE COMPANY

☐ CALIFORNIA COMPENSATION & FIRE COMPANY

Date 5/13/75

By: Ivey & Co. of Athens, Inc.
Authorized Representative

Form 221-6278 (Rev. 1/73)

IVEY & Company of Athens, Inc.
Symbol of Leadership
REALTORS - INSURORS
PHONE 546-1234
1865 W. BROAD AT HOLMAN
ATHENS, GEORGIA 30601

LIBERTY MUTUAL INSURANCE COMPANY
Home Office: Boston

Workmen's Compensation and Employers' Liability Policy

POLICY NO.	TD CODE	SALES OFFICE	CODE	SALESMAN	CODE	N/R	1ST YEAR
WC1- 151-048353-014	91	Atl.	505	Assigned	3000	1	74

Item 1. Name of insured
R.H. Garrett Paving Contractor, Inc. & R.H. Garrett, Individual

Address
Route #1, Box 239, Statham, GA 30666

☐ Individual ☐ Partnership ☒ Corporation ☐ ..... (Other)

Locations — All usual workplaces of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein:

Item 2. Policy Period: From Mo. 5 Day 25 Year 74 to Mo. 5 Day 25 Year 75
12:01 A.M., standard time at the address of the insured as stated herein.

Item 3. Coverage A of this policy applies to the workmen's compensation law and any occupational disease law of each of the following states:

GA

Item 4. Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Basis Estimated Total Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premiums
SEE EXTENSION SCHEDULE				

Producer of Record:
Ivey & Co. of Athens, Inc.
P. O. Box 32
Athens, GA 30601

Minimum Premium $ 119. Total Estimated Annual Premium $ 1931.

If indicated below, interim adjustment of premium shall be made: Deposit Premium $
Semi-Annually ☐ Quarterly ☐ Monthly ☐

Item 5. Limit of Liability for Coverage B — Employers' Liability: $ 100,000, subject to all the terms of this policy having reference thereto. Minimum Premium (if applicable)

ARC 96.55

This policy, including all endorsements issued therewith, is hereby countersigned by .....
AUTHORIZED REPRESENTATIVE

Work Units	Typed	Audit Basis	Periodic Payment	Rating Basis	Pol. H. G.	Home State	Renewal of
1— 4	aa 6-17-74	1	$	☐ R ☒ NR	☐ S	GA	WC1- New

Printed

Item 4. *Extension Schedule.*

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Basis Estimated Total Annual Remuneration	Rate Per $100 of Remuneration		Estimated Annual Premiums
Paving or Repaving-floors driveways, yards or Sidewalks-including drivers-N.P.D. with 5215 "Concrete Work-not monolithic concrete building construction or 5222" Concrete Construction in connection with bridges or culvers." Self-bearing floors, airport runways, warming aprons, street or road construction to be separately rated	5221	42,500	1	82	774
Street or Road Construction or Reconstruction Paving or Repaving, Surfacing or Resurfacing or Scraping-all kinds-including airport runways or warming aprons; drivers. Clearing of right of way; earth or rock excavation; filling or grading; tunneling; bridge or culvert building; quarrying; stone crushing to be separately rated	5506	26,100	3	76	981
Clerical Office Employees N.O.C.	8810	32,500		10	33
					1788
Surcharge 8%	0077				143
					1931

Policy No. WC1-151-048353-014

GPO 2101 Printed in

ADVERTISEMENT FOR INVITATION TO BID ON THE PAVING OF TWO STREETS IN THE CITY OF ATHENS

Athens Model Cities Program
Department of Housing and Urban Development
Project No. PE-N3-004, (Street Improvements)

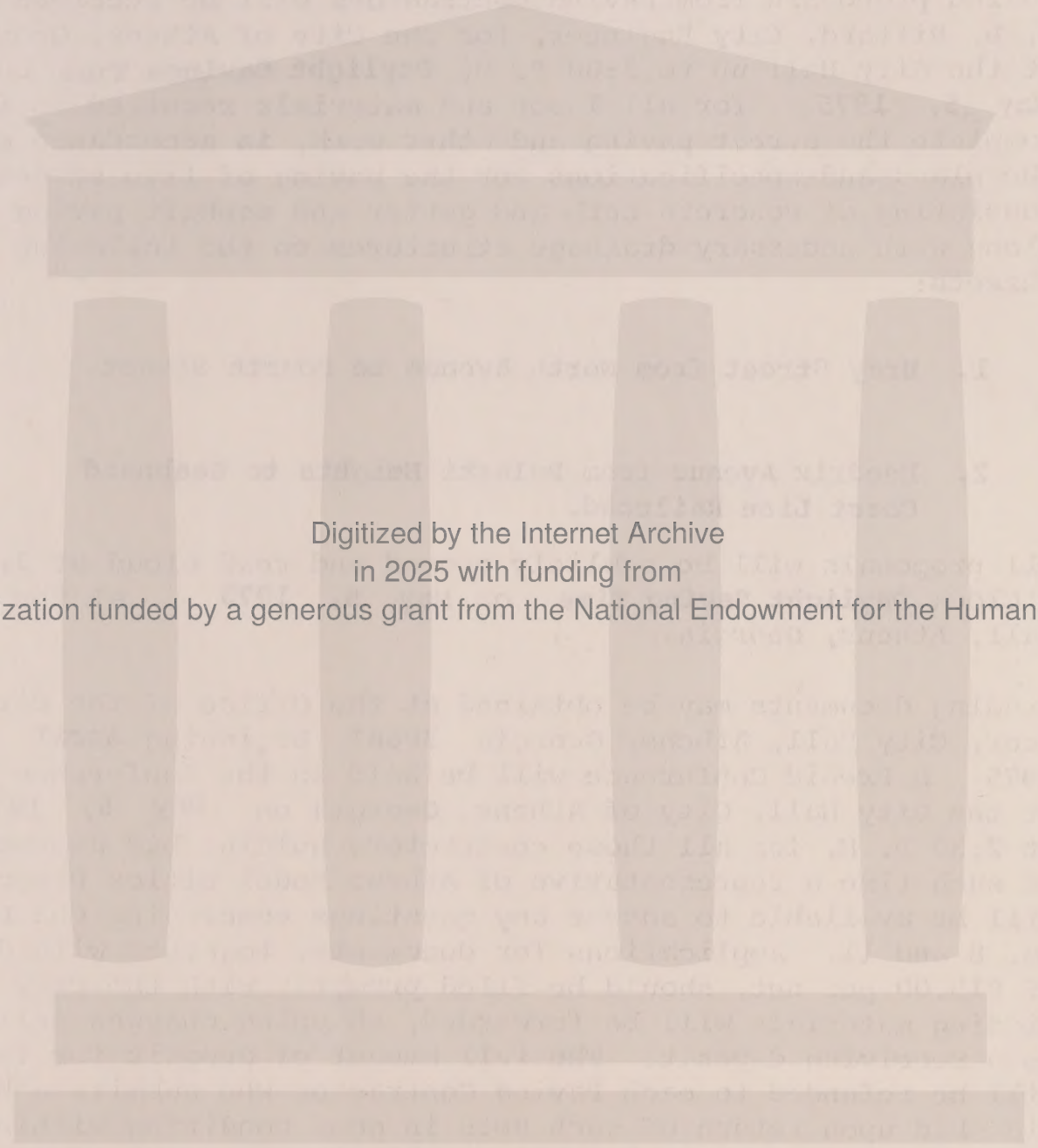
Sealed proposals from Paving Contractors will be received by H. L. Pittard, City Engineer, for the City of Athens, Georgia at the City Hall up to 3:00 P. M. **Daylight Savings Time** on May 5, 1975 for all labor and materials required to fully complete the street paving and other work, in accordance with the plans and specifications for the paving of five streets consisting of concrete curb and gutter and asphalt paving along with necessary drainage structures on the following streets:

1. **Bray Street from North Avenue to Fourth Street.**

2. **Hendrix Avenue from Pulaski Heights to Seaboard Coast Line Railroad.**

All proposals will be publicly opened and read aloud at 3:00 P.M. O'Clock **Daylight Saving Time** on May 5, 1975 at the City Hall, Athens, Georgia.

Bidding documents may be obtained at the Office of the City Engineer, City Hall, Athens, Georgia 30601, beginning April 23, 1975. A Prebid Conference will be held in the Conference Room at the City Hall, City of Athens, Georgia on May 5, 1975 at 2:30 P. M. for all those contractors holding bid documents. At such time a representative of Athens Model Cities Program will be available to answer any questions concerning CDA Letters No. 8 and 11. Applications for documents, together with deposit of $15.00 per set, should be filed promptly with the City Engineer. Bidding materials will be forwarded, shipping charges collect, upon receiving deposit. The full amount of deposit for two sets will be refunded to each Paving Contractor who submits a bona fide bid upon return of such sets in good condition within 30 days after date of opening bids. All other deposits for complete sets will be refunded (with a deduction of $7.50 to cover the cost of reproduction of documents) upon return of same in good condition within 30 days after date of opening bids. Otherwise, the entire deposit may be retained by the City. Vendors or subcontractors may obtain partial sets at actual cost of reproduction without refund.



Digitized by the Internet Archive
in 2025 with funding from
Digitization funded by a generous grant from the National Endowment for the Humanities.

https://archive.org/details/contractsspecifi00publ_17

No bid may be withdrawn for a period of 30 days after the time and date of opening. Bids must be accompanied by the proposal, the breakdown, HUD Form 4238-CD-1, and a bid bond from a corporate surety agency authorized to do business in Georgia in an amount not less than 5 percent of bid base. Both performance and payment bond from a corporate surety agency authorized to do business in Georgia will be required in an amount equal to 100 percent of the contract price.

All persons or firms desiring to submit bids on said street paving project shall be required to comply with labor standard requirements as outlined by Appendix 8, CDA Letter No. 8 dated June, 1971, (MC 3145.9) and CDA Letter No. 11 dated November, 1970 (MC 3160.1) (Department of Housing and Urban Development) and will be supplied with the plans and specifications.

The owner reserves the right to reject any or all bids and to waive technicalities and informalities. No conditional bids will be accepted.

JULIUS F. BISHOP
MAYOR
CITY OF ATHENS, GEORGIA

PARTS

SECTION A ----------INFORMATION FOR BIDDERS

SECTION B ----------BID PROPOSAL

SECTION C ----------SPECIFICATIONS

SECTION D ----------BONDS AND AGREEMENTS

SECTION E ----------CDA LETTER #8

SECTION F ----------CDA LETTER #11

SECTION G ----------GENERAL CONDITIONS

SECTION H ----------LABOR STANDARDS PROVISIONS

SECTION I ----------EQUAL EMPLOYMENT OPPORTUNITY

SECTION A

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. *Receipt and Opening of Bids*

The MAYOR AND COUNCIL OF THE CITY OF ATHENS, GEORGIA (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the ~~XXXXXXX~~ COMMITTEE ROOM OF THE CITY HALL until 3:00 o'clock ~~XX~~ P.M., DST May 5, 1975 and then at Committee Room said ~~XXXXX~~ publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Engineering Department, City of Athens at Athens, Georgia and designated as ~~XXXXXX~~

Bid Proposal for paving Bray Street and Hendrix Avenue.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by *Certification by Bidder Regarding Equal Employment Opportunity*, Form HUD-4238-CD-1. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract--

a. Must be acceptable to the Owner and the Department of Housing and Urban Development, and,

b. Must submit Form HUD-4238-CD-2, *Certification by Proposed Subcontractor Regarding Equal Employment Opportunity*. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. *Telegraphic Modification*

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. *Method of Bidding*

The Owner invites the following bid(s):

Based on unit and lump sum prices as specified and presented.

6. *Qualifications of Bidder*

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. *Bid Security*

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. *Liquidated Damages for Failure to Enter into Contract*

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid,

9. *Time of Completion and Liquidated Damages*

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 15.00/Day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. *Conditions of Work*

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. *Addenda and Interpretations*

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to City Engineer at City Hall, Athens, Georgia and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract document

12. *Security for Faithful Performance*

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. *Power of Attorney*

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. *Notice of Special Conditions*

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Inspection and testing of materials.
(b) Insurance requirements.
(c) Wage rates.
(d) Stated allowances.

15. *Laws and Regulations*

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. *Method of Award - Lowest Qualified Bidder*

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. Award will be made based on individual streets or on total collective streets whichever in the opinion of the owner is the lowest and best bid.

17. *Obligation of Bidder*

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

☆ U.S. GOVERNMENT PRINTING OFFICE 1971 437 369/197

SECTION B

BID PROPOSAL

B I D

PROPOSAL FOR PROJECT NUMBER PE-N3-004 (STREET IMPROVEMENTS)

UNIT NO. 1 - BRAY STREET FROM NORTH AVENUE TO FOURTH STREET

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
C1-04(a)	Clearing & Grubbing		Lump Sum		2,600.00
C2-08	Excavation	1120	cu.yd	2.00	2,240.00
C3-07(a)	18"Class III Rein.Conc.Pipe	100	LF	11.25	1,125.00
C3-07(b)	Catch Basin, Type II	4	Each	520.00	2,080.00
C3-07(c)	Adjust Manholes to Grade	12	Each	50.00	600.00
C4-06(a)	Concrete Curb and Gutter	3400	LF	3.55	12,070.00
C5-05(b)	6"Graded Aggregate Base Course	3780	Sq Yd	1.20	4,536.00
C6-04	Bituminous Prime	1135	Gal.	.50	567.50
C7-04	Bituminous Surface Treatment	3780	Sq Yd	.50	1,890.00
C8-04	Hot Mix Asphaltic Concrete	285	Ton	16.00	4,560.00
	Total $ 40,453.50				

B I D

PROPOSAL FOR PROJECT NUMBER PE-N3-004 (STREET IMPROVEMENTS)

UNIT NO. 2 - HENDRIX AVENUE FROM PULASKI HEIGHTS TO SEABOARD COAST LINE R.R.

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
C1-04(a)	Clearing & Grubbing		Lump Sum		850.00
C2-08	Excavation	285	Cu.Yd.	2.50	712.50
C3-07(c)	Adjust Manholes to Grade	4	Each	50.00	200.00
C4-06(a)	Concrete Curb and Gutter	1000	LF	3.55	3 550.00
C5-05(b)	6"Graded Aggregate Base Course	900	Sq.Yd.	1.26	1,134.00
C6-04	Bituminous Prime	270	Gal.	.50	135.00
C7-04	Bituminous Surface Treatment	900	Sq.Yd.	.50	450.00
C8-04	Hot Mix Asphaltic Concrete	100	Ton	16.00	1,600.00
	Total $ 8,631.50				

In full and complete accordance with the shown, noted, described and reasonably intended requirements, Specifications and Contract Documents, to the full and entire satisfaction of the City of Athens, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents. The Bidder further proposes and agrees hereby to commence the work with an adequate force and equipment on a date to be specified in a written order of the City Engineer so to do, and to complete fully all work hereunder within 30 calendar days from and including said date.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or Bid Bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Athens, as liquidated damages for such failure; otherwise, the check or Bid Bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ _____ Bank, or a Bid Bond, for the sum of _____ DOLLARS ($_____) made payable to the City of Athens.

R. H. Durrett Paving Contractor, Inc. L. S.

_____ L. S.

_____ L. S.

Address:

Route 1, Box 239

Athens, Georgia 30606

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, R. H. Garrett Paving Contractors, Inc., as Principal, and The Hanover Insurance Company, as Surety, are hereby held and firmly bound unto The City of Athens, Georgia, as Owner in the penal sum of Five Per Cent (5%) of Amount of Bid Dollars ($) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this 5 day of May, 1972.75.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Athens, Georgia, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the complete work of Project #PE-N3-004 Unit #1(Bray St. from N.Ave.to Fourth St.)&Unit #2(Hendrix Ave.from Pulaski Hgts.to Seaboard Coast Line R.R.)(Street Improvements) for the amount of Forty-One Thousand, One Hundred,Twenty-Six & 80/100----- Dollars ($ 41,126.80)

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

R. H. GARRETT PAVING CONTRACTORS, INC.

R. H. Garrett (L.S.)

Principal

THE HANOVER INSURANCE COMPANY

Surety

By: Phillip Fouche

Attorney-In-Fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

The Hanover Insurance Company

MEMBER OF THE AMERICA GROUP

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- L. W. Reichle, Larry Coleman, Thomas F. Gerdine and/or Shirley Fouche -

of Athens, Georgia, and each is its true and lawful Attorney(s) -in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Five Hundred Thousand and No/100 ($500,000.00) Dollars in any single instance. - - - - - - - - - - - -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s) -in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the thirteenth day of December, 1972, a quorum being present and voting, which resolution is still in effect:

> "Resolved, that the President or any Vice President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Secretary, this 3rd day of February 1975

THE HANOVER INSURANCE COMPANY

E Kayan
Vice President

Secretary

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER } ss.

On this 3rd day of February 19 75, before me came the above named Vice President and Secretary of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

Carol A. Stone
Notary Public

(Seal)

My Commission Expires May 19, 1978

I, the undersigned Secretary of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by fascimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 13th day of December, 1972

> "RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Secretary or Assistant Secretary of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile".

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 5 day of May 19 75

J Fahey
Secretary

FORM 111-0402 NS

SECTION C

TECHNICAL SPECIFICATIONS

FOR

PROJECT NUMBER PE-N3-004
(Street Improvements)--

CONTENTS

SECTION	I.	SITE CLEARANCE
SECTION	II.	EXCAVATION, EMBANKMENT, BORROW, AND WASTE
SECTION	III.	STORM DRAINAGE
SECTION	IV.	CONCRETE CURB AND GUTTER AND CONCRETE VALLEY GUTTER
SECTION	V.	BASE COURSE
SECTION	VI.	BITUMINOUS PRIME
SECTION	VII.	BITUMINOUS SURFACE TREATMENT
SECTION	VIII.	HOT MIX ASPHALTIC CONCRETE
SECTION	IX.	CLEAN UP OPERATIONS
SECTION	X.	MAINTENANCE OF TRAFFIC
SECTION	XI.	WORK TO BE PERFORMED BY OTHERS

SECTION C-I SITE CLEARANCE

1-01 SCOPE: The work covered by this section of the specifications consists of furnishing all equipment, labor and materials and performing all operations necessary in connection with the site clearance as outlined in the following paragraphs:

1-02 DISPOSAL OF MATERIALS: The materials will be disposed of by the contractor in areas outside the street right of way. No burning will be allowed without written permission from the City Fire Department. The property owner may request the use of any portion of the wood within the trees removed from the right of way adjacent to his property. The contractor shall leave the wood in such a way that it can be handled by the property owner.

1-03 CLEARING AND GRUBBING: All of the area within the limits of construction for the streets and borrow areas shall be cleared of all trees, brush and roots unless otherwise directed by the Engineer in charge.

(a) Removal of Portland Cement Concrete: Existing sidewalks, steps, curb and gutters, driveways shall be removed if within the limits of construction. This material may be used as riprap or located in the toe of fill, in

accordance with the directions of the Engineer in charge.

(b) Removal of Existing Pipe: Existing pipe (Storm drain pipe only) shall be removed as called for on the plans and disposed of by the contractor.

(c) Removal of Catch Basins, Retaining Walls, Broken Stone Curb or Granite Curb and Scarifying of Existing Pavement: Will not be considered for direct payment but will be considered as a subsidiary obligation of the contractor.

1-04 METHOD OF MEASUREMENT AND PAYMENT:

(a) Clearing and Grubbing will be measured as all the area within the limits of construction including streets and borrow area, but excludes that covered under other sections. The unit of measure will be lump sum and will be paid for at the contract unit price for"Clearing and Grubbing".

(b) Removal of Portland Cement Concrete: Removal of portland cement concrete will not be measured for direct payment. The cost shall be included in the cost of "Clearing and Grubbing".

(c) Removal of Existing Pipe (Storm Drain Pipe Only): The unit of measurement shall be the linear foot and will be paid for at the contract unit price for "Removal of

existing pipe", which cost shall include backfilling and compacting of the trenches.

SECTION C-II EXCAVATION, EMBANKMENT, BORROW AND WASTE

2-01 SCOPE: The work covered under this section consists of furnishing all equipment, labor and materials and performing all operations in connection with excavating, undercutting, construction of embankments, hauling of excess material and other operations pertaining thereto, complete in accordance with the applicable drawings.

2-02 DEFINITIONS:

(a) Unclassified Excavation shall consist of all excavation for roadways, channels, undercutting of unsuitable materials as specified.

(b) Borrow consists of excavating of dirt outside of the street limits of construction.

(c) Embankment: This item consists of placing in embankments and miscellaneous backfills the materials excavated under the item "Unclassified Excavation".

(d) Waste consists of excavated material which is not used for embankment.

(e) Flexible Pavement: Asphaltic, tar, gravel or stone mixture which is or has been used as a wearing surface for vehicular or pedestrian traffic.

2-03 UNDERCUTTING: Where the existing asphaltic pavement is six (6) inches or less below the proposed base, it shall

be removed and backfilled with fill material free of asphalt and other foreign matter.

2-04 FLEXIBLE PAVEMENT: All flexible pavement shall be scarified to its full depth before any embankment is placed.

2-05 EMBANKMENT: Embankment must be free of all roots, limbs, or other wood products. Small amounts of stones, rocks and brick will be allowed in the embankment so long as the amount of this material does not interfere with the proper compaction.

2-06 COMPACTION: The embankment shall be compacted to uniform density of not less than 100 percent as determined by the standard proctor test in accordance with A.A.S.H.O. Standard Method T-99.

2-07 DISPOSAL: Disposal of excess cut, if any, will be within the project area and in locations approved by the Engineer.

2-08 METHOD OF MEASUREMENT AND PAYMENT:

Excavation: The unit for measurement will be the cubic yard. The yardage of unclassified excavation paid for will be the yards of material excavated according to the lines and grades shown on the plans. The unit price for unclassified excavation shall include all performance necessary to perform all operations outlined in this section.

SECTION C-III STORM DRAINAGE

3-01 SCOPE: The work covered by this section consists of furnishing all labor, supplies, equipment and materials and performing all operations in connection with construction of pipe culverts, inlets, and other drainage structures in strict accordance with this section of the specifications and the applicable drawings and subject to the terms and conditions of the contract.

3-02 GENERAL: The drainage system shall be constructed of the materials specified in this section and in the manner indicated on the drawings or as directed by the Engineer in charge. Pipe shall be laid true to grades shown on the drawings. Any line in which opening or faulting of the joints occurs during backfill or before final inspection and acceptance which will allow infiltration of material or a change in flow characteristics must be repared or replaced to the satisfaction of the Engineer. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather is unsuitable for such work. Full responsibility for the diversion of drainage and dewatering of trenches during construction shall be borne by the contractor. Any section of the pipe already laid which is found to be defective or

damaged shall be taken up and relaid or replaced as directed by the Engineer, without additional cost to the Local Public Agency.

3-03 PIPE FOR CULVERTS:

Pipe for culverts shall be of reinforced concrete bell and spigot Class III and shall conform to Section 843 of the Georgia DOT Standard Specifications dated 1972. Corrugated metal may be used with approval of the Engineer. Corrugated metal pipe shall be fully coated with paved invert and shall conform to Section 844 of the Georgia DOT Standard Specifications dated 1972.

3-04 TRENCHING, BEDDING AND REMOVAL OF UNSTABLE MATERIAL:

Excavation of trenches, bedding and backfilling for pipe shall conform to the requirement of good construction methods, that is, good bedding, formed trench, etc. If the contractor undercuts the trench, it will be his responsibility to backfill the trench to grade.

(a) Unstable Material shall be removed and backfilled with stable material. If approved by the Engineer, the contractor may backfill the last six inches with number three (3) stone.

(b) Protection of Existing Utilities: The existing utilities which are shown on the drawings, or location

of which is obvious, or which are made known to the contractor prior to excavation, shall be protected from damage during excavation and backfilling of trenches and if damaged, shall be repaired by the contractor at his expense. Any existing utility that is not shown on the drawings or the location of which is not obviously made known to the contractor in sufficient time to avoid damage, if inadvertently damaged during excavation, may be repaired by the contractor and an equitable adjustment in payment will be made by the Local Public Agency at the rates determined or approved by the Engineer. It will be the responsibility of the contractor to notify each utility company involved prior to commencement of work and request exact locations of all lines that may be endangered.

(c) Removal of Existing Structures: Headwalls and catch basins which are shown on the drawings to be removed are to be removed and disposed of by the contractor. This cost will not be measured for separate payment. The contractor shall include this cost in his contract unit price for the proposed storm sewer or inlets.

3-05 INSTALLATION OF PIPE: No pipe shall be laid except in the presence of an inspector, unless approval is given

by the Engineer. Each pipe will be carefully inspected by the inspector immediately before it is laid and defective pipe will be rejected. Pipe lines shall be laid to the grades and alignment indicated on the drawings or as directed by the Engineer. Proper facilities shall be provided for lowering sections of pipe into trenches. The ends of the pipe shall be cut flush with the inside of the structures.

Clearing and grubbing as necessary for the installation of the pipe will not be measured for payment. All wood, brush, etc. must be removed from the project unless permission is given to burn it within the easement.

(a) Jointing: The complete inside of concrete pipe joints shall be wiped with mortar and the upper half of the outside of the joint shall be filled with mortar. The mortar shall not be less than one part portland cement and three parts sand.

(b) Construction Machinery: Movement of construction machinery over a culvert at any stage of the construction shall be at the contractor's risk. Any pipe damaged thereby shall be repaired or replaced at the option of the Engineer in charge and at the expense of the contractor.

(c) Compaction: Backfill over and around the pipe and backfill around and adjacent to all other drainage structures shall be compacted to a minimum density of 100 percent, as determined by the A.A.S.H.O. Standard Method T-99, except where the imperfect trench method of backfilling is called for.

3-06 MATERIALS:

(a) Pipe as specified in Section 3-03(a).

(b) Concrete shall have a minimum of 28-day compression strength of 3,000 P.S.I.

(c) Brick shall be grade SW Clay or shall meet the requirements of A.S.T.M. Specifications C-52-50 or A.A.S.H.O. Specifications M-114.

(d) Mortar shall not be less than one part portland cement to three parts sand and not more than 10 percent (10%) lime.

(e) Grates and Frames: Metal grates and frames shall be as shown on the plans.

(f) Stone shall be Class "A", number 3 stone in accordance with the Georgia Department of Transportation Specifications.

3-07 METHOD OF MEASUREMENT AND PAYMENT

(a) Pipe Culverts will be measured along the centerline of the pipe and on the slope. The pipe will be measured from end of pipe to end of pipe for payment for each size

and class specified and accepted. The pipe will be paid for at the contract unit price for each size and class specified. The payment shall include all excavation, backfilling, materials, labor, clearing and incidentals necessary to construction of the pipe.

(b) Catch Basins: The unit of measurement will be per each and will be paid for at the contract unit price per inlet completed and accepted. The payment shall include all excavation, materials, labor, backfilling and incidentals necessary for construction.

(c) Adjust Manholes to Grade: The unit of measurement will be the per each and will be paid for at the contract unit price per each.

(d) Junction Box: Junction box shall be built as shown on the plans in accordance with the Detail Specifications and will be paid for at the contract unit price per each.

(e) Concrete Block Retaining Walls: Concrete block retaining walls shall be built as shown on the plans in accordance with the Detail Specifications and will be paid for at the contract unit price per square foot.

SECTION C-IV CONCRETE CURB AND GUTTER AND CONCRETE VALLEY GUTTER

4-01 SCOPE: The work covered by this section consists of furnishing all labor, materials, excavation, back-filling and performing all operations necessary for proper construction of all items in this section and according to the details shown on the plans.

4-02 CONCRETE CURB AND GUTTER AND CONCRETE VALLEY GUTTER: Shall conform to Section 435 of the State of Georgia, Department of Transportation Standard Specifications dated 1972.

4-03 MATERIALS: The curb and gutter and valley gutter shall be constructed Class "A" Concrete having a twenty-eight (28) day compression strength of 3000 PSI. No concrete shall be poured having a slump in excess of four (4) inches.

4-04 MACHINE CONCRETE EXTRUDED CURB AND GUTTER: Grading for the curb and gutter shall be performed by a equipment approved by the Engineer for the entire width of the curb and gutter, including the metal tracks, to the grades as shown on the plans. The concrete curb and gutter shall include a six inch curb and a twenty-four inch gutter, making a total of

thirty inches overall. It shall be extruded by a curb and gutter machine operated on metal tracks set to the line and grades as shown on the plans. The machine is motor driven and derives its traveling power from several augers which turn and push the machine along the tracks as it extrudes the concrete in an upright curb and gutter mold. This packing action increases the density of the concrete and provides a much stronger curb and gutter.

Concrete shall be a five-and-three-quarters-bag mix with a slump of from zero to one inch and made up of the following weights and measurements:

Portland Cement	517 pounds
Curtis Sand	2,035 pounds
No. 89 Stone	1,234 pounds
Water	27 gallons

A water reducing retarding agent may be used if it is deemed necessary by the City Engineer; provided there be no reduction to the cement content.

Concrete shall be delivered to the job site in transit mixers and dumped directly into the conveyor belt of the curb machine. Expansion joints shall be installed at intervals of sixty feet with contraction joints at intervals of fifteen feet.

4-05 CURING AND FINISHING:

Curing: The contractor shall cure all exposed concrete surface with an approved membrane curing compound. The curing compound must be applied while the surface of the concrete is still moist. Other methods of curing will be allowed only with the approval of the Engineer. This will not be measured for separate payment but must be included in the unit cost of the concrete items.

Finishing: Curb and gutter and valley gutter shall be broom finished.

4-06 METHOD OF MEASUREMENT AND PAYMENT:

(a) Curb and Gutter: The unit of measurement will be the linear foot and will be paid for at the contract unit price per linear foot as measured along the face of the curb.

(b) Valley Gutter: The unit of measurement will be the linear foot and will be paid for at the contract unit price per linear foot as measured along the valley.

SECTION C-V BASE COURSE

5-01 SCOPE: The work covered by this section consists of furnishing all equipment, labor, materials, and performing all operations in connection with the construction of the proposed street base. Where reference is made to type or class of materials, it is to be the class or type specified in the Georgia Department of Transportation Standard Specifications dated 1972.

5-02 MATERIAL: Base course shall be in accordance with Section 318 of above specifications for graded aggregate.

5-03 CONSTRUCTION METHODS:

Sub-Base: Where the road bed is in a cut, the six inches below the proposed base shall be scarified and the entire sub-base shall be compacted to a density of 100% as determined by AASHO Standard Test T-99.

Base: Base stone consisting of 400 pounds of graded aggregate per square yard shall be hauled in and spread onto the subgrade by a motorized road grader having a blade of at least ten feet. Sufficient amount of soil or clay shall then be hauled in to mix with the stone in order to produce a six inch base.

If it is of the opinion of the City Engineer that the

existing roadway material is a mixture of stone and clay and is suitable material to be used in the base, then he may approve it for use in the base; provided additional stone is added to produce a six inch base composed of at least 400 pounds of stone per square yard.

After the approved materials have been placed onto the roadway and as soon as the weather and moisture conditions permit, it shall be mixed by plowing, harrowing and blading. The material shall be plowed to its full depth, without disturbing and underlying subgrade, and then harrowed with a disc harrow. The blading shall be started at the edges and worked back and forth as many times as necessary to produce a thoroughly pulverized and homogeneous mixture. At the completion of the mixing, the base material shall be bladed uniformly across the roadway to the desired cross section; and compaction shall begin by the use of sheepfoot roller, traffic roller and steel wheel tandem roller. The moisture content at the time of compaction shall be within 90 and 100 percent of optimum and uniformly distributed by the use of a water wagon.

After the base has been satisfactorily compacted, it

shall be fine graded to lines, grade and cross section by the use of a motor grader to the satisfaction of the City Engineer. Water shall be added as necessary to maintain the proper moisture content until the first application of asphalt is made.

5-04 COMPACTION: The base shall be compacted for its full depth to a density of 100% as determined by AASHO Standard Test T-99.

5-05 METHOD OF MEASUREMENT AND PAYMENT:

(a) Sub-base will not be measured for direct payment. This work will be considered to be a subsidiary obligation of the contractor.

(b) Graded Aggregate Base Course: The unit of measurement will be the square yard and will be paid for at the contract unit price per square yard for that which has been placed according to the line and grade of the plans and accepted.

5-06 ALTERNATE BASE COURSE: The paving of Fourth Street under this contract includes the installation of concrete curb and gutter and the utilization of the existing base and asphalt paving. The widening shall be accomplished by grading from the edge of the existing paving to the curb and gutter and filling this area with hot plant mix asphalt "Binder" or "Black Base" at the rate of 400 pounds per square yard. Asphalt "Binder" or "Black Base" shall be dumped onto the roadway and spread into the widening area by means of a hydraulically operated road grader and rolled with an eight- to ten-ton tandem steel wheel roller. The entire street will then be brought to the proper lines and grade as shown by the plans and typical section by the use of an asphalt level course to the satisfaction of the engineer.

5-07 METHOD OF PAYMENT OF ALTERNATE BASE COURSE: Hot mix Asphalt Binder or Black Base shall be paid for at the contract unit price per ton as shown in the contract. Payment shall be full compensation for furnishing all material, including bituminous material and all approved additives, for all equipment, cleaning, repairing, or preparation of surfaces, all hauling, stockpiling, mixing, spreading, rolling, and all other operations necessary to complete the contract.

SECTION C-VI BITUMINOUS PRIME

6-01 SCOPE: This work consists of furnishing all equipment, labor and materials and performing all operations in connection with the preparation and treatment of the base course with a bituminous material. Where reference is made to type or class of material, it is to be the type or class as specified in the Georgia Department of Transportation Standard Specifications dated 1972.

6-02 MATERIAL: Bituminous material shall consist of RS-3-K Cationic Emulsion distributed at the rate of 0.3 of a gallon per square yard.

6-03 CONSTRUCTION METHODS: Shall be in accordance with Section 412 of the above specifications for Bituminous Prime.

6-04 METHOD OF PAYMENT: The accepted quantity of bituminous material will be paid for at the contract unit price per gallon for bituminous prime, complete in place, which shall be full compensation for cleaning surface, for furnishing, hauling and applying all material and for all incidentals necessary to complete the work, including sanding operation if required.

SECTION C-VII BITUMINOUS SURFACE TREATMENT

7-01 SCOPE: This work consists of furnishing all equipment, labor and materials and performing all operations in connection with the placing of one application of bituminous material and the spreading of one course of aggregate on the previously prepared base. Where reference is made to type or class of material, it is to be the class or type as specified in the Georgia Department of Transportation Standard Specifications dated 1972.

7-02 MATERIALS: Bituminous material shall consist of RS 3-K Cationic Emulsion distributed at the rate of 0.4 gallons per square yard with number five (5) stone spread at the rate of fifty (50) pounds per square yard.

7-03 CONSTRUCTION METHODS: Shall be in accordance with Section 424 of the DOT Specifications for Bituminous Surface Treatment.

7-04 METHOD OF PAYMENT: The accepted yardage of Bituminous Surface Treatment will be paid for at the contract unit price per square yard.

SECTION C-VIII HOT MIX ASPHALTIC CONCRETE

8-01 SCOPE: This work consists of furnishing all equipment, labor and materials and performing all operations in connection with the application of a bituminous hot plant mix constructed on the prepared base course and surface treatment. Where reference is made to type and class of materials, it is to be the class or type as specified in the Georgia Department of Transportation Standard Specifications dated 1972.

8-02 MATERIALS: The paving course shall consist of the application of one hundred and fifty (150) pounds per square yard of Class "E" hot mix asphaltic concrete composed of a uniform mixture of aggregates, asphaltic material and mineral filler.

8-03 CONSTRUCTION METHODS: Shall be in accordance with Section 400 of DOT Specifications for Hot Mix Asphaltic Concrete Construction.

8-04 METHOD OF PAYMENT: Hot mix asphaltic concrete shall be paid for at the contract unit price per ton as shown in the contract. Payment shall be full compensation for furnishing all material, including bituminous material, and all approved additives, for all equipment, cleaning,

repairing, or preparation of surfaces, all hauling, stockpiling, mixing, spreading, rolling, and all other operations necessary to complete the contract.

SECTION C-IX CLEAN UP OPERATIONS

9-01 SCOPE: The work covered under this section consists of furnishing all labor, equipment and materials required to repair or replace all physical structures in use by the property owner that has been damaged during the course of construction for the completion of this project.

9-02 FINISH GRADING: Finish grading shall be performed in accordance with the grades as shown on the plans and shall be made to blend into conformation with the remaining natural ground surface. Selected material from the best possible source available at the time free from roots and boulders shall be used for finish grading. All finish grading surfaces shall be left smooth and free to drain properly.

9-03 METHOD OF MEASUREMENT AND PAYMENT: Clean up operations are not to be considered for a separate pay item. The contractor shall perform these operations as a part of the completion of the project and shall include this cost in his contract unit price for related items.

SECTION C-X MAINTENANCE OF TRAFFIC

10-01 SCOPE: It shall be the contractor's responsibility to maintain adequate detour signs and safety warnings and flares. The Engineer will be the judge as to what is considered adequate signs.

The contractor must maintain access to all drives except for short periods of time as may be needed for concrete to cure.

10-02 MEASUREMENT: This will not be measured for separate payment but will be considered as a subsidiary obligation of the contractor.

SECTION C-XI WORK TO BE PERFORMED BY OTHERS

11-01 SCOPE: The work under this section will not be performed by the contractor but must be coordinated with those performing the work.

11-02 WORK PERFORMED BY OTHERS:

1. The relocation of existing utility poles.

2. The relocation of service connections.

3. The relocation of gas mains.

SECTION D

BONDS AND AGREEMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto The City of Athens, Georgia, as Owner in the penal sum of _____ _____ _____ _____ _____ Dollars ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 1972.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Athens, Georgia, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the complete work of _____.

for the amount of _____ _____ Dollars ($_____)

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT, made and entered into on the 8th day of May, 1975, by and between The City of Athens, Georgia, party of the first part (hereinafter called the "Owner"), and R. H. Barrett Paving Contractor, Inc., party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the Specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 30 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of fifty ($50.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of Forty One Thousand One Hundred Twenty Eight & 00/100 Dollars ($ 41,128.00).

4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original contract.

WITNESS: (As to Contractor)
Signed and Sealed in the presence of:

Sandine Parham

Lenora H. Rogers

*CONTRACTOR

R. H. Garrett Building Contractor, Inc.

By: R. H. Garrett

Title: Pres. - Vice Pres.

ATTEST: (SEAL)

Betty S. Garrett
Secretary

(SEAL)

Johnny C. Fowler
(Recorder)

THE MAYOR AND COUNCIL, CITY OF ATHENS, GEORGIA

By: Jack F. Bishop
(Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By: Jos. Kbam
Attorney for The City of Athens, Georgia

*NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we R.H. Barrett Paving Contractor, Inc., hereinafter known as the "Contractor", as principal, and Hanover Insurance Company, as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner", in the penal sum of Forty-One Thousand One Hundred Twenty-Six and 80/100 Dollars ($41,126.80) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 8 DAY OF May, 1975.

WHEREAS, the above bounden R.H. Barrett Paving Contractor, Inc. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Paving Gray Street and Hendrix Avenue.

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said R.H. Barrett Paving Contractor, Inc. shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF K.H. Hewitt Paving Contractor, Inc., as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, K.H. Hewitt Paving Contractor Inc., as Contractor and The Hanover Insurance Company, as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said K.H. Hewitt Paving Contractor, Inc., as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said K.H. Hewitt Paving Contractor, Inc., as Contractor, and The Hanover Insurance Company as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnity and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said R. H. Garrett Paving Contractor, Inc. has caused ~~its~~ corporate seal to be hereto affixed, and these presents to be signed in its name by R H Garrett and the said The Hanover Insurance Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Shirley Fouche.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Lenora H. Rogers

Zendine Parham

*CONTRACTOR (SEAL)

R H Garrett Paving Contractor, Inc.

By: R. H. Garrett (Name) President (Title)

ATTEST:

Betty S. Garrett
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Janice Hall

SURETY (SEAL)

The Hanover Insurance Company

By: Shirley Fouche
Attorney in Fact

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

By: L. K. Reindle
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved Johnny C Fowler
City Clerk

The Hanover Insurance Company

MEMBER OF THE AMERICA GROUP

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- L. W. Reichle, Larry Coleman, Thomas F. Gerdine and/or Shirley Fouche -

of Athens, Georgia, and each is its true and lawful Attorney(s) -in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Five Hundred Thousand and No/100 ($500,000.00) Dollars in any single instance. -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s) -in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the thirteenth day of December, 1972, a quorum being present and voting, which resolution is still in effect:

> "Resolved, that the President or any Vice President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Secretary, this 3rd day of February 1975

THE HANOVER INSURANCE COMPANY

E. J. Cayan
Vice President

Secretary

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER } ss.

On this 3rd day of February 19 75, before me came the above named Vice President and Secretary of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

Carol A. Stone
Notary Public

(Seal)

My Commission Expires May 19, 1978

I, the undersigned Secretary of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by fascimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 13th day of December, 1972

> "RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Secretary or Assistant Secretary of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile".

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 8 day of May 19 75

Secretary

FORM 111-0402 NS

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we R. H. Barrett Paving Contractor, Inc., hereinafter known as the "Contractor", as principal, and The Travelers Casualty Company, as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner", in the penal sum of Forty One Thousand Two Hundred Eighty Six and 80/100 Dollars ($41,286.80) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 8 DAY OF May, 1975.

WHEREAS, the above bounden R. H. Barrett Paving Contractor, Inc. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for paving Milledge Circle and Hendrix Avenue.
All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said R. H. Barrett Paving Contractor, Inc. and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said R. H. Barrett Paving Contractor, Inc. and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said R.H. Garrett Paving Contractor, Inc. has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by R.H. Garrett and the said The Hanover Insurance Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Shirley Fouche.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Lenora H. Rogers

Bendine Parham

R.H. Garrett Paving Contractor, Inc. (SEAL)

*CONTRACTOR

By: R.H. Garrett President

(Name) (Title)

ATTEST:

Betty S. Garrett

Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Janice Hall

Jeanette Kirk

SURETY: (SEAL)

The Hanover Insurance Company

By: Shirley Fouche

Attorney in Fact

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

By: T.W. Riddle

Resident Agent

(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

approved Johnny C Fowler

The Hanover Insurance Company

MEMBER OF THE AMERICA GROUP

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- L. W. Reichle, Larry Coleman, Thomas F. Gerdine
and/or Shirley Fouche -

of Athens, Georgia, and each is its true and lawful Attorney(s) -in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Five Hundred Thousand and No/100 ($500,000.00) Dollars in any single instance. - - - - - - - - - - - -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s) -in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the thirteenth day of December, 1972, a quorum being present and voting, which resolution is still in effect:

> "Resolved, that the President or any Vice President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Secretary, this 3rd day of February 1975

THE HANOVER INSURANCE COMPANY

E Kayan
Vice President

Secretary

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER } ss.

On this 3rd day of February 19 75, before me came the above named Vice President and Secretary of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

Carol A. Stone
Notary Public

(Seal)

My Commission Expires May 19, 1978

I, the undersigned Secretary of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by fascimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 13th day of December, 1972

> "RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Secretary or Assistant Secretary of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile".

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 8 day of May 19 75

J J Toher
Secretary

FORM 111-0402 NS

SECTION E

CDA LETTER #8

MC 3145.9

Administrative and Legal Policies and Procedures for the Execution Phase

CDA Letter No. 8

June 1971

A HUD HANDBOOK

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D. C. 20410

GENERAL LABOR STANDARDS PROCEDURES

1. AFFIRMATIVE ACTION PROGRAMS

A contractor[1/] subject to the Model Cities Labor Standards Provisions is obligated to take affirmative action to ensure that (1) residents of the model neighborhood are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible awarded contracts, and (2) that employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin. The City and the operating agency are responsible for reviewing contract performance to ensure that this requirement is being met. Those required to prepare and submit their affirmative action programs in writing are employers having prime or contracts of $10,000 or more.

Contractors shall be informed early enough to ensure that they not only know exactly what is required of them but also that they have sufficient time to implement the requirements. To facilitate early implementation the Model Cities Administration's Labor Standards Provisions (HUD Form 7051) and the Instructions for Contractor Regarding Affirmative Action Under Executive Order 11246 (HUD Form 907) shall be attached to the job specifications.

2. PREBID AND PREAWARD CONFERENCES

Conferences should be held sufficiently in advance of the assembly of the work force to permit effective implementation of the objectives of the labor standards provisions. In determining the appropriate time for the conference, the operating agency should evaluate such factors as the normal lead time between the bidding and the award of the contract; whether the contractor will employ his own work force, or will subcontract; the normal lead time between the awarding of subcontracts and the beginning of work; the type of construction skills needed; the speed with which construction skills can be obtained from nondiscriminatory sources; and the time necessary for advertising, recruitment and selection of employees. In cases in which the prime contract is to be awarded through a competitive bidding procedure the conference should be prior to the bidding for the purpose of discussing the labor standards provisions. In all other prime contract situations the conference should be prior to the award of the contract.

1/ This term includes a private operating agency when it participates in construction work in which it is an employer of laborers and mechanics.

It may be necessary to schedule more than one conference involving the prime contractor and subcontractors. It is more important that the initial conference be held in advance of the assembly of the work force, as indicated above, than that all potential subcontractors participate in the same conference.

3. ATTENDANCE AT CONFERENCES

The City shall participate in all conferences between the operating agencies and its contractors. The Operating Agency shall notify the City of the proposed conference. The City shall notify the citizen participation mechanism and the HUD Regional Office of a proposed conference, so that citizen and HUD representatives may participate, when the conference involves or results from a prime contract for an amount exceeding $10,000. The City official charged with direct responsibility for executing the Program should conduct those conferences which are most critical in terms of potential size of the construction work force, past performance of the contractors involved, or similar factors. The City should request the operating agency to send, as its representatives at the conferences, officials who will have authority to enforce contract terms.

Construction contractors and their subcontractors should be represented by officials who will be directly responsible for the selection of the work force and for supervision over construction workers.

4. CONFERENCE AGENDA

The City official conducting the conference shall:

A. Emphasize the Opportunities for Residents provision of the Supplemental General Conditions (See Appendix 6) which requires affirmative action to ensure residents are given maximum opportunities for employment, training and the awarding of contracts.

B. Review the contract provisions pertaining to labor standards and the "Anti-Kickback Act Regulations" to assure that they are fully understood by the prime contractor and all subcontractors.

C. Review the wage rate determinations and the schedule of classifications for the contract and determine whether any additional classifications or reclassifications must be made. Extreme care shall be taken to assure that the classifications used accurately describe the work to be performed.

D. Review the contract provisions pertaining to equal employment opportunity to assure that the requirements are fully understood and that all hiring practices are in conformance with the contract provisions. The review shall include the following:

1. Summary of the contractor's obligation (i) to take positive action to assure that his procedures provide for, and his officers and employees practice, nondiscriminatory action in all employment matters, and (ii) to include the equal employment opportunity contract provisions in all subcontracts, except those specifically exempted from the requirements of Executive Order 11246. With respect to Item (i), it is not sufficient for a contractor to assume that there is no discrimination in his organization simply because there have been no formal complaints from applicants or employees.

   It is expected that a contractor's affirmative action program will include actions suited to carrying out the principles listed in Form HUD-907 to show that top management of the company intends to, and will exert positive effort to assure equal opportunity in employment.

   If hiring is restricted by agreement to members of a union which discriminates, the contractor should make every effort to persuade the union to change its policy.

   In summarizing and explaining the contract requirements, the City representative should note that Executive Order 11246 requires that the contractor provide equal employment opportunity in all aspects of his employment. Although primary emphasis will be given to assuring that the requirements are met on work performed under the federally assisted construction contract, the nondiscrimination clause applies to administrative, supervisory, professional, and clerical personnel as well as direct construction employment under the contract.

2. Discussion of recruitment sources normally used by the contractor and of any problems anticipated in obtaining a work force from nondiscriminatory employment sources. Discussion of action to be taken with respect to discriminatory sources, including referral to an appropriate Federal, state, or local agency, to resolve such problems. Discussion of alternative sources for obtaining skilled workers, including special training programs.

3. Statement of City representative that all contractors will be subject to continuing surveillance and that a contractor will be informed of any violations coming to the attention of the City or representative of the Federal Government and given an opportunity to comply. The contractor shall be advised that voluntary compliance is desired by the Government, but that sanctions may be imposed if the contractor fails to comply.

F. Explain the way in which any applicable fringe benefit requirements can be satisfied.

G. Ascertain whether any apprentices will be employed on the project. If apprentices will be employed, the City must obtain evidence indicating that the apprentices are participating in a bona fide and properly registered apprenticeship program. In addition, the limitation on the ratio of apprentices to journeymen shall be explained to the prime contractor and subcontractors.

H. Point out that the applicable Department of Labor wage poster and the applicable wage determinations, including any approved additional classifications, must be posted in a prominent and easily accessible place at the site of the work, together with a statement showing all deductions to be made from the wages earned by persons employed under the applicable determinations.

I. Emphasize the fact that all contract provisions pertaining to labor standards and the "Anti-Kickback Act" must be included in all subcontracts and lower tier subcontracts. Also, the contractor shall specifically be advised that he is fully responsible for any acts of omission or commission by any of his subcontractors in violation of these provisions.

J. Explain the requirements concerning the submission of two certified copies of weekly payrolls, each payroll to contain the "Weekly Statement of Compliance."

K. Point out that the payrolls and basic payroll records of the contractor and each subcontractor covering all laborers and mechanics employed upon work under the contract must be maintained during the course of the work and preserved for three years thereafter, during which time they must be available for inspection by authorized representatives of HUD, the City, the operating agency and the Department of Labor.

L. Indicate that employee interviews will be conducted periodically in the normal course of site inspection activities.

L. Point out that, under the contract, breach of the labor standards provisions by the contractor or any subcontractor is a sufficient basis for termination of the contract and may also be grounds for debarment under applicable regulations issued by the Department of Labor.

5. REPORT ON PRECONSTRUCTION CONFERENCE

The City shall prepare a report on each preconstruction conference, except a conference attended by a Regional Office representative. The report shall include the following information:

A. Operating Agency and Project name.

B. Type of contract (for example, land disposition, project improvement).

C. Name of contractor.

D. Amount of contract.

E. Date and place of conference.

F. Name, titles, and organizational identification of all participants at conference.

G. Concise summary of matters discussed, including potential problems.

A copy of the report shall be retained in the City files for a period of three years from the date of completion of the contract. If the contract is subject to Executive Order 11246, an original and two copies of each report prepared by the City shall be forwarded to the Regional Office, so as to reach the Regional Office by the tenth of the succeeding month.

If a Regional Office representative attends a conference, he will prepare the conference report and provide a copy to the City and Operating Agency.

6. POSTERS AND NOTICES TO UNIONS

The following information relating the specific provisions of the equal employment opportunity contract clause is provided primarily for the information of the City and Operating Agencies, but may also be used in answering questions raised by contractors.

A. Poster HUD-901

The contract clause provides that there will be furnished to the contractor a notice which the contractor is required to post in conspicuous places setting forth the provisions of the clause. The poster may be obtained from the Regional Office and is available in two sizes, 9 inches by 12 inches or 12 inches by 18 inches. The City shall request that the prime contractor transmit the poster to his subcontractors, and shall furnish a sufficient quantity of posters for this purpose.

The contract clause also provides that the City will furnish a notice, which the contractor is required to send to each labor union or other representative or worker with which he has a collective bargaining agreement or similar understanding, setting forth the contractor's commitments under Executive Order 11246.

B. Poster HUD-902

The City shall supply copies of a Poster HUD-902 for posting at employment sites by its contractors who, because of contract amount or other exemption, are not now subject to Executive Order 11246, but are subject to the Department's equal opportunity requirements imposed by the City in its contracts for services.

7. EMPLOYEE INTERVIEWS AND PAYROLL INSPECTIONS

To assure compliance with contracts containing labor standards provisions, the City shall conduct routine interviews with laborers and mechanics employed on the project during the period in which site clearance or project improvement activities are being performed under such contracts. The interviews shall be conducted monthly with a random sample of either 10 percent or five of the employees employed by each contractor or subcontractor, whichever number is greater. Each employee interviewed shall be asked all the questions set forth on Form HUD-11, Record of Employee Interview (Labor Standards), and the form shall be completed, in an original only, for each interview conducted.

Information obtained in employee interviews shall be compared with the certified payrolls submitted by each contractor, at which time the payroll examination portion of Form HUD-11 shall be completed. Each completed interview form shall be retained by the City for a period of three years from the date of completion of the contract.

8. NONCOMPLIANCE WITH LABOR STANDARDS

If a violation of the labor standards stipulated by the contract or applicable regulations or statutes results in underpayment of salaries or wages and the underpayment is found to be nonwillful and to total less than $500, restitution shall be required to be made to all the employees involved, pursuant to the contract. The operating agency shall be advised in writing of all instances of noncompliance and require that the contractor take corrective action. A copy of this advice shall be sent to the Regional Office and the City shall retain final contract payments pending compliance. Computation of back salary or wages may be made by the City or the employer may be requested to make the computation, subject to verification by the City. In either case, the employer shall be required to submit two certified copies of a supplemental payroll to the operating agency specifying the exact amount of restitution paid to each employee. A copy of each certified supplemental payroll shall be retained by the operating agency for a period of three years from the date of completion of the contract.

If underpayments total $500 or more or are willful, upon discovery of the underpayments, the Operating Agency shall immediately notify the City and the City shall immediately submit a written report to the Regional Office setting forth all of the known facts, and await advice as to any further action required. The same procedure shall be followed in all cases where a violation of the "Anti-Kickback Act" has been disclosed.

In addition to determining, as a part of normal contract administration responsibilities, whether a contractor is meeting his contract obligations, the City is responsible for:

A. Reporting to the Regional Office any complaint received from an employee or applicant for employment with the City, operating agency, or with a contractor or subcontractor subject to Executive Order 11246 or to HUD equal employment opportunity requirements.

B. Cooperating in special compliance reviews or investigations of complaints, as requested by the Regional Office or as prescribed in subsequent HUD policies and requirements.

C. Carrying out sanctions against a contractor as required by HUD or the Department of Labor.

D. Furnishing information as required by HUD or the Department of Labor.

9. REPORTING COMPLAINTS TO HUD

The following instructions apply to any complaint of discrimination because of race, color, religion, sex, or national origin received from an employee or applicant for employment with the City, Operating Agency or with a contractor or subcontractor subject to the Executive Order or to HUD requirements.

The City shall assist a complainant, if necessary, by providing information as to the manner in which a complaint is to be prepared. The City shall advise the complainant that the complaint must be submitted in writing and shall assist a complainant if necessary, in reducing the complaint in writing. The complaint must include the following information:

A. Name, address, and telephone number of the complainant.

B. Name, address, and telephone number of authorized representative, if any.

C. Name and local address of the contractor committing the alleged discrimination.

D. Description of the acts considered to be discriminatory.

E. Other pertinent information.

F. Signature of the complainant (optional) and his authorized representative, if any.

G. Name of City employee who assisted in preparing the complaint, if applicable.

The City shall promptly forward the complaint to the Regional Office. For a complaint received directly, the Regional Office will request the City to furnish project identification and additional information as required.

10. SEMIANNUAL LABOR STANDARDS ENFORCEMENT REPORT

The City shall submit to the Regional Office semiannual reports of compliance with the enforcement of Federal labor standards, on Form HUD-12, Labor Standards Enforcement Report. The reports shall cover the period of January 1 through June 30 or July 1 through December 31, and shall be dispatched in time to reach the Regional Office by the 8th of the month following the close of the reporting period.

* U. S. GOVERNMENT PRINTING OFFICE : 1971 O-462-912/6

SECTION F

CDA LETTER #11

F-1

MC 3160.1

MODEL CITIES RESIDENT EMPLOYMENT AND TRAINING REQUIREMENTS

(CDA Letter Number 11)

November 1970

A HUD HANDBOOK

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D. C. 20410

TRANSMITTAL NOTICE CDA-46

1. General Policy.

Section 103(a) of the Demonstration Cities and Metropolitan Development Act of 1966 requires that a comprehensive city demonstration program provide ". . . maximum opportunities for employing residents of the area in all phases of the program and enlarged opportunities for work and training" and that it ". . . make marked progress in reducing . . . under-employment and enforced idleness . . ."

This CDA Letter sets forth HUD requirements for the implementation of these provisions:

a. It is a basic policy of the Model Cities program that cities demonstrate compliance with this statutory requirement in the filling of professional and non-professional level employment opportunities generated by comprehensive city demonstration programs, with Model Neighborhood residents. All cities shall submit for approval an employment plan together with specific employment and training goals, as set forth below, for the implementation of this policy. In the execution of such approved plan, a city must demonstrate marked progress toward specific goals in each succeeding phase of the program.

b. This policy and the specific requirements set forth below shall apply in all agencies to the employment generated by approved components of the CCDP, supported in whole or in part by Model Cities supplemental or other HUD funds. The specific requirement of this policy shall be incorporated into agreements between the CDA and operating agencies. In the case of non-HUD supported components of the CCDP, the CDA is required to negotiate with the agencies operating such components for conditions of employment and recruitment procedures comparable to the standards of this Letter.

c. The governing body of each city or county participating in the Model Cities program must adopt a specific resolution to authorize the implementation of this policy in filling all jobs generated by CCDP and related construction.

2. Submission Requirements.

a. It is the responsibility of the city (or county) government submitting a CCDP to implement, or to assure the implementation of, these requirements. Information on such implementation shall be submitted as required in applications for Model Cities supplemental funding and other standard reporting formats as requested by HUD. The information shall be consolidated within a single section of any report or submission as required

and at a minimum shall show in a concise tabular form all employment to be generated by the CCDP and the hiring and training systems which will assure the placement of Model Neighborhood residents in these jobs on a preferential basis. Such information shall also show the characteristics of incumbents in CCDP generated jobs. The section shall also show the relationship of resident employment programs to related aspects of the comprehensive city demonstration program, such as health or other supportive services, economic development, transportation, etc.

b. The CDA and each public or private agency operating a CCDP component will establish minimum quantitative objectives for resident employment and will indicate how these objectives are to be met through recruitment, selection, pre-employment and on-the-job training, upgrading and other procedures. The training and employment procedures will be designed to remove identified impediments to hiring and upgrading of disadvantaged Model Neighborhood residents and provide them with occupational mobility through seniority, interagency transfer agreements, civil service status, union membership or other pre-requisites to such mobility. Each city will show how it plans to remove or ease significant merit system impediments to the employment of disadvantaged Model Neighborhood residents in CCDP related jobs.

c. In the case of public employment generated in components of the comprehensive city demonstration program, financed in whole or in part by supplemental or other HUD funds, such jobs will be incorporated into the community's regular civil service system within a reasonable period of time not to exceed two years from the point that positions were filled. Actions to accomplish this will be initiated in each community within six months of the date of issuance of this Letter. Such positions will be filled through a Model Neighborhood resident recruitment and training system in conformity with the policies of this Letter and the positions will carry full public employee rights and benefits.

d. It is the responsibility of the CDA that the CDA and each operating agency develop a specific program to upgrade eligible, potential and interested employees retained in each para-professional job classification. This upgrading will be designed to lead to greater responsibility or full professional status, and those employees so upgraded will be retained in professional level positions as such positions become available through staff turnover, expansion or new program development.

e. Each CDA will establish adequate administrative machinery within its own organization to implement, enforce and monitor resident

HUD-Wash., D. C.

employment preference programs. Appropriate implementation and reporting requirements will be incorporated into all agreements between the CDA and operating agencies in order to require and evaluate the execution of resident employment preference provisions.

f. The role of the citizen participation component in developing and evaluating the resident employment policy and programs will be clearly delineated in the CCDP.

g. The text of the resolution adopted by the governing body of the cities or counties participating in the Model Cities program shall be included in the cities' applications to HUD for supplemental funds.

3. CDA Construction Employment Requirements and Related Statutory Requirements.

a. Section 3 of the Housing Act of 1968, as amended, reinforces the Model Cities employment and training requirements by requiring in federally assisted rehabilitation and construction activity under such programs as section 235 and 236 of the National Housing Act, section 221(d) (3) (BMIR), low-rent public housing program under the U.S. Housing Act, the Rent Supplement Program (section 101) of the Housing and Urban Development Act of 1965, the FHA mortgage insurance program, etc., that:

"To the greatest extent feasible opportunities for training and employment . . . be given to lower income persons residing in the area of such housing . . ."

Note: In some model cities, the Department of Housing and Urban Development is participating in the development of city- or area-wide construction employment training and minority entrepreneural development programs. In such instances, adherence to the provision of Part 3 of this Letter is waived if:

(1) The HUD approved city- or area-wide program is implementable within six months of the issuance of this Letter,
(2) There is specific involvement of the city government and the Model Cities citizen participation component in the design and implementation of the program, and
(3) The city- or area-wide program will make a significant impact on Model Neighborhood residents.

Where such conditions prevail, supplemental funds may properly be used to assist in the implementation of these area- or city-wide programs provided that there are assurances that Model

* U. S. GOVERNMENT PRINTING OFFICE : 1970 434-862 (85)

HUD-Wash., D. C.

Neighborhood residents will receive preference under such programs.

b. In addition to the foregoing requirements, each CCDP will show in regard to construction employment:

(1) That the city resident employment and training policy covers all crafts and positions related to demolition, construction and rehabilitation, including foremen, superintendents and construction truck drivers, as well as such occupations as architects, engineers, draftsmen, etc. The policy should include provision for establishing specific and quantifiable goals and commitments for hiring and training residents in each construction craft and other relevant occupation.

(2) A description of each demolition, rehabilitation and construction activity that is projected for the next 18 month period including an estimate of all jobs by occupation and craft that will be utilized in such projected activity. The demolition, rehabilitation and construction activity should include all HUD assisted projects in the Model Neighborhood area whether or not they are reflected in the plan as well as all other projects funded by any other source which are included in the plan. Significant changes in such plans should be promptly reported to HUD.

(3) That a recruitment, training and hiring program specifically designed to prepare Model Neighborhood residents for work on all projected construction projects in the Model Neighborhood has been developed by the city in concert with residents and all other relevant groups. Any agreement entered into pursuant to the program must in no way limit hiring or training opportunities for residents to certain crafts or categories of construction.

(4) That the city resident employment policy will be applied through city and other public agency bid specifications and in requirements for sponsors of any FHA insured projects included in the comprehensive city demonstration program and that successful bidders must agree to cooperate with the city employment policy and training programs and meet such quantified minimum hiring and training goals in each craft and related occupations as are determined by

HUD and the city in consultation for each community.

(5) That, in awarding contracts for the construction activity identified in section (2) above, the city has developed procedures to assist and assure preference for contractors and sub-contractors (a) based in or substantially doing business in the Model Neighborhood or (b) employing Model Neighborhood residents at all levels as a significant proportion of his work force.

4. Applicability.

All cities shall submit to HUD by April 30, 1971, a supplemental application showing evidence that its employment program conforms in all respects to these requirements and describing the administrative machinery that has been established to implement the program. This policy does not affect the tenure of those persons holding model cities generated jobs on or before the date of issuance. However, as such jobs become vacant they must be filled in conformity with the policies of this Letter.

5. Compliance.

Failure of any city to submit and execute an approvable supplement to its application shall be a basis for suspension or termination of the grant agreement.

6. Relationship to CDA Letter 10-A.

The policy set forth in CDA Letter #10-A shall not be used as a basis for the failure to comply with the provisions of this policy. However, if in the implementation of this policy and CDA Letter #10-A, the city encounters any extraordinary difficulties which can be documented, these difficulties should be brought to the attention of HUD as soon as possible.

SECTION G

GENERAL CONDITIONS

HUD-4238-L
Rev. 2/71

OPEN SPACE LAND PROGRAM

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in the Supplemental General Conditions, shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Contents *

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Detail Drawings
4. Shop or Setting Drawings
5. Materials, Services and Facilities
6. Contractor's Title to Materials
7. Inspection and Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Surveys, Permits and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property—Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated Damages
20. Correction of Work
21. Subsurface Conditions Found Different
22. Claims for Extra Cost
23. Right of Owner to Terminate Contract
24. Construction Schedule and Periodic Estimates
25. Payments to Contractor
26. Acceptance of Final Payment as Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contracts
34. Subcontracting
35. Architect/Engineer's Authority
36. Stated Allowances
37. Use of Premises and Removal of Debris
38. Quantities of Estimate
39. Lands and Rights-of-Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Required Provisions Deemed Inserted
44. Protection of Lives and Health
45. Subcontracts
46. Equal Employment Opportunity
47. Interest of Member of Congress
48. Other Prohibited Interests
49. Use Prior to Owner's Acceptance
50. Photographs
51. Suspension of Work
52. Minimum Wages
53. Withholding Payments
54. Payrolls and Payroll Records
55. Apprentices
56. Compliance with Copeland Anti-Kickback Act
57. Overtime
58. Signs

2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.

* See alphabetical subject index at end.

(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property—Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.

(b) An agreed lump sum.

(c) The actual cost of:

1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor shall neglect, fail or refuse to complete the work within the time herein

specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. *Provided*, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; *Provided, further*, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;

(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

(c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immedi-

ately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; *Provided, however,* that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure

the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: *Provided*, that the Contractor shall submit his estimate not later than the first day of the month; *Provided, further*, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; *Provided, further*, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) *Owner's Right to Withhold Certain Amounts and Make Application Thereof:* The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance

of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) *Compensation Insurance:* The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions, specified in subparagraph (b) hereof, or, (2) insure the activities of his subcontractors in his policy, specified in subparagraph (b) hereof.

(d) *Scope of Insurance and Special Hazards:* The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) *Builder's Risk Insurance (Fire and Extended Coverage):* Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD–4238–N), is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any cost for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance, however, this provision shall not release the Contractor from his obligation to complete.

according to plans and specifications, the project covered by the contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.

(f) *Proof of Carriage of Insurance:* The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than 100% of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Department of Housing and Urban Development.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss of damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution

of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the

actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;

(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

(f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. Subcontracts

The Contractor will insert in any subcontracts the Sections 52 through 56 contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final clean-up of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the Surety must also be obtained.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

(a) The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

(b) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(c) The Department of Housing and Urban Development shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be

employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Department of Housing and Urban Development to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Dement of Housing and Urban Development shall be referred to the Secretary for final determination.

(d) The Department of Housing and Urban Development shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Department of Housing and Urban Development, shall be referred to the Secretary of Labor for determination.

(e) The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this contract, only when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(f) The specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.

(g) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: *Provided, however,* the Secretary of Labor has found upon the written request of the Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

53. Withholding of Payments

The Department of Housing and Urban Development may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Department of Housing and Urban Development may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

54. Payrolls and Basic Records

(a) Payrolls and basic payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(b) The Contractor will submit weekly a copy of all payrolls to the Owner, for transmission to the Department of Housing and Urban Development. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Department of Housing and Urban Development and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

55. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Department of Housing and Urban Development written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction, prior to using any apprentices on the contract work.

56. Compliance With Copeland Anti-Kickback Act and Regulations

The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29 CFR, Part 3) which are herein incorporated by reference.

57. Overtime

(a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Department of Housing and Urban Development may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

58. Signs

The general Contractor shall erect a sign at the project site identifying the project and indicating that the Government is participating in the development of the project. The project sign shall be substantially in accordance with instructions provided by the Department of Housing and Urban Development, made from ¾ inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

Index of General Conditions

HUD–4238–L
Rev. 2/71

Subject	Section
Accident Prevention	44
Additional Bond	30
Additional Instructions	3
Allowances	36
Anti-Kickback Act	56
Apprentices	55
Architect's Authority	35
Assignments	31
Bond, Security	29
Bond, Security, Additional	30
Changes in Work	17
Claims for Extra Cost	22
Completion Time	19
Computation of Wages	57
Condition, Subsurface	21
Conflicting Conditions	41
Construction Schedule	24
Contract Documents	1
Contract Security	29
Contractor's Insurance	28
Contractor's Mutual Responsibility	32
Contractor's Obligations	11
Contractor's Payrolls	54
Contractor's Title to Materials	6
Copeland Regulations	56
Correction of Work	20
Damages, Liquidated	19
Data, Reports and Records	15
Debris Removal	37
Definitions	2
Detail Drawings	8
Different Subsurface	21
Discrimination, Employment	46
Drawings Detail	3
Emergencies	13
Equal Employment Opportunity	46
Estimated Quantities	38
Extras	18
Final Payment	26
Guaranty, General	40
Inspection	14
Inspection of Materials	7
Insurance	28
Lands and Rights-of-Way	39
Legal Provisions, Implied	43
Liquidated Damages	19
Materials	5
Member of Congress	47
Non-discrimination in Employment	46
Notice and Service	42
Obligations of Contractor	11

Subject	Section
"Or Equal" Clause	8
Overtime Requirements	57
Owner's Right to Terminate	23
Patents	9
Payments of Employees	52
Payments by Contractor	27
Payments to Contractor	25
Payrolls of Contractors and Subs	54
Periodic Estimates	24
Permits, Surveys, Regulations	10
Photographs	50
Posting Minimum Wage Rates	52
Prohibited Interests	48
Protection of Lives and Health	44
Protection of Work, Property	13
Provisions Required by Law	43
Quantities of Estimate	38
Regulations, Kickback	56
Release of Contractor	26
Removal of Debris	37
Reports, Records and Data	15
Responsibility of Contractor	32
Right of Owner to Terminate	23
Rights-of-Way	39
Schedule of Construction	24
Security	29
Separate Contracts	33
Services, Materials, Facilities	5
Shop Drawings	4
Signs	58
Stated Allowances	36
Subcontracting	34 and 45
Subcontractor's Insurance	28
Subcontractor's Payrolls	54
Substitute Bond	30
Subsurface Conditions	21
Superintendence by Contractor	16
Surveys, Permits	10
Suspensions of Work	51
Termination of Contract	23
Testing of Materials	7
Time for Completion	19
Title to Materials	6
Use and Occupancy	49
Use of Premises	37
Wage Adjustments	53
Wages, Minimum	52
Wage Underpayments	53
Weather Conditions	12
Withholding of Payments	53

SUPPLEMENT TO GENERAL CONDITIONS

SECTION 55 of the General Conditions should be revised to read as follows:

55. Employment of Apprentices and Trainees. The Contractor shall comply with the provisions of the Department of Labor Regulations (29CFR, Part 5 and 5(a)) which are herein incorporated by reference.

SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

Contractor's and Subcontractors' Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance in an amount not less than $100,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than $300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $100,000 per accident and $100,000 aggregate.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

(c) Schedule of Occupational Classifications and Minimim Hourly Wage Rate as Required: Schedule of Occupational Classifications and Minimum Hourly Wage Rates is attached.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
MODEL CITIES ADMINISTRATION

LABOR STANDARDS PROVISIONS

1. OPPORTUNITIES FOR RESIDENTS

In all work made possible or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

2. EQUAL OPPORTUNITY

A. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit acces-

to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) above and paragraph B below in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Non-Segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

3. SPECIAL USE OF TERM

Notwithstanding Section 100 of the Grant Agreement and Section 100 of the Supplementary General Conditions, the term "Contractor" may include an "Operating Agency" as defined in the Grant Agreement and an "Agency" as defined in the Supplementary General Conditions.

(d) Builder's Risk Insurance: As provided in the General Conditions, the Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 per cent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

(e) Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in General Conditions.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

SECTION H

LABOR STANDARDS PROVISIONS

4. DAVIS-BACON ACT

(1) Minimum wages. (i) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purposes of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.

(iii) The Contracting Officer shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.

(iv) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The Contractor will submit weekly a copy of all payrolls to the City if the City is a party to the Contract, but if the City is not such a party the Contractor will submit the payrolls to the Agency for transmission to the City, for transmission to HUD. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this Contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls for all subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of HUD, the City [or the Agency] and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau

of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Contracting Officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(5) Compliance with Copeland Regulations (29 CFR Part 3). The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Subcontracts. The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) Contract termination; debarment. A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

5. CONTRACT WORK HOURS STANDARDS ACT

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District

or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1) in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) Withholding for unpaid wages and liquidated damages. HUD may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).

(4) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

REQUEST FOR DETERMINATION AND RESPONSE TO REQUEST

(Davis Bacon Act as Amended and Related Statutes)

FOR DEPARTMENT OF LABOR USE

Response To Request

a. ☐ Use area determination issued for this area

b. ☑ The attached decision noted below is applicable to this project

Decision Number
75-GA-93

Date of Decision
4/3/75

Expires
7/3/75

Supersedes Decision Number

Approved

By direction of the Secretary of Labor,

Alfred L. Gaona, Director
Division of Wage Determinations
EMPLOYMENT STANDARDS ADMINISTRATION

Requesting Officer (typed name and signature)
Ed Maddox

Department, Agency, or Bureau	Phone Number
DHUD - Atlanta Area Office	526-6994

Date of Request	Est. Advertising Date	Est. Bid Opening Date
3/25/75	4/8/75	5/8/75

Prior Decision Number (if any)

Est. $ Value of Contract
☒ Under ½ Mil. ☐ 1 to 5 Mil.
☐ ½ to 1 Mil. ☐ Over 5 Mil.

Type of Work
☐ Bldg. ☐ Highway
☐ Resid. ☒ Heavy

Location of Project (city or other description)
Athens

County	State
Clarke	Georgia

Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)

Department of Housing & Urban Development
230 Peachtree St., N.W.
Atlanta, Georgia 30303

Attn: Mrs. Wabich
Wage Requirements Asst.

Wage Survey by Agency Attached
☐ YES ☐ NO N/A

Wage Survey by Agency in Progress
☐ YES ☐ NO N/A

Description of Work (Be specific) (Print or type)
Project No. WS-GA-159 - Installation of Sewer Facilities

CHECK OR LIST CRAFTS NEEDED
(Attach continuation sheet if needed)

___ Asbestos workers
___ Boilermakers
___ Bricklayers
___ Carpenters
___ Cement masons
___ Electricians
___ Glaziers
___ Ironworkers
___ Laborers, *(specify classes)*
___ Lathers
___ Marble & tile setters, terrazzo workers
___ Painters
___ Piledrivermen
___ Plasterers
___ Plumbers
___ Roofers
___ Sheet metal workers
___ Soft floor layers
___ Steamfitters
___ Welders--rate for craft
___ Truck drivers
___ Power equipment operators, *(specify types)*

Other crafts

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asphalt raker	$2.76					
Carpenter	3.42					
Concrete finisher(cement mason)	3.30					
Drill operator	2.88					
Formsetter	2.92					
Ironworker, reinforcing	3.10					
Laborer	2.37					
Mason,structure(bricklayer,brick mason)	2.50					
Oiler-greaser	2.50					
Painter	5.00					
Piledrivermen(piledriver leadsman)	2.85					
Pipelayer	2.56					
Power tool operator(includes air tools, chainsaws, power saws, etc.)	2.75					
Rodman(chainman)	2.85					
Truck Drivers:						
Single rear axle or 2½ tons & less	2.45					
Multi rear axle or over 2½ tons	2.82					
Welder	4.00					
POWER EQUIPMENT OPERATORS:						
Asphalt distributor	2.90					
Asphalt paving machine(asphalt screed, asphalt spreader)	2.83					
Backhoes:						
¼ c.y. or less	2.75					
over ¼ c.y.	3.00					
Bulldozer	3.19					
Concrete mixer	2.78					
Concrete paving machine(inc.slip form)	3.25					
Concrete paving saw	3.00					
Crane, derricks, draglines	3.94					
Front end loaders:						
1 c.y. or less	2.75					
over 1 c.y.	3.00					
Mechanic	3.45					
Motor grader(motor patrol)	3.50					
Paint striping machine(liner,spray machine)	3.00					
Pile driver	3.50					
Roller	2.50					
Scraper(pan)	3.05					
Shovel	3.50					
Stone spreader(aggregate spreader)	2.84					
Tractors:						
80 h.p. & less(farm type,crawler)	2.42					
Over 80 h.p.(farm type, crawler)	3.00					

SECTION I

EQUAL EMPLOYMENT OPPORTUNITY

Form Approved
Budget Bureau No. 63-R-1142

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Instructions For Contractors Regarding Affirmative Action Under Executive Order 11246

(Equal Employment Opportunity)

EEO: A CONTRACTUAL OBLIGATION

A prime contractor or subcontractor who signs a contract on a Federal or federally-assisted construction project assumes the obligation to take whatever affirmative actions are necessary to assure equal employment opportunity in all aspects of employment, irrespective of race, color, creed, or national origin. It is expected that a contractor will carry out that part of his contract pertaining to equal employment opportunity with the same amount of thought and action as he will any other part of the contract.

THE AFFIRMATIVE ACTION PROGRAM

To do this, the contractor must have a program of affirmative action. The program must be tailored to the particular set of circumstances which apply to the contractor and to the locality, the labor market, and the project (or projects) in which the contractor is involved.

It is expected that a contractor's affirmative action program will include actions suited to carrying out the principles listed in the following pages, to show that top management of the company intends to, and will, exert positive effort to assure equal opportunity in employment. (The actions listed under these principles in the following pages are furnished only as suggestions, and are not intended to limit the kinds of actions which may be taken. A substantial proportion of these or comparable actions are considered feasible for the individual employer, either on his own or as part of a joint effort with his professional or trade association in the local area.)

PROCEDURE FOR SUBMITTING WRITTEN PROGRAM

☐ In some cases, submittal of written copies of the program is required. If the box at left is checked, the prime contractor is to develop and submit to the applicant,[1] within 15 days after the preconstruction conference (or after receipt of this notice, if the project is already under construction), three copies of his written affirmative action program. Likewise, if the box is checked, the prime contractor is to submit to the applicant, within 15 days of awarding each nonexempt[2] subcontract of $100,000 or more, three copies of the affirmative action programs of each such subcontractor. An up-to-date copy of each affirmative action program is also to be maintained at the employment site, available for inspection by representatives of the applicant and of the Government.

If the box is not checked, submittal of written copies will not ordinarily be required, but all other aspects of these instructions remain in effect.

FOLLOW-THROUGH

To assure compliance with equal employment opportunity requirements and evaluate progress made by a contractor under his affirmative action program, the applicant will observe the contractor's performance on a continuing basis. Compliance reviews will also be made by representatives of the Department of Housing and Urban Development. To be acceptable, affirmative action programs must reflect current (as well as past) thought and action on the part of the employer. It is recommended that each contractor and subcontractor keep a file of his equal employment activities and accomplishments.

---

[1] Read (instead of "applicant" wherever it appears) "Applicant's Architect/Engineer" or "LPA" or "LHA" or "Sponsor" where such term is more appropriate. Read "HUD Regional Office" if a direct Federal contract is involved.

[2] "Nonexempt" as specifically identified by the applicant or a representative of HUD at the preconstruction (or preperformance) conference.

Principles of Affirmative Action

AND SUGGESTED STEPS FOR A PROGRAM

[illegible] Equal Employment Opportunity Policy for your company. Make this policy known to all your employment sources and to your subcontractors, asking their cooperation. Use every appropriate means (bulletin boards, handbooks, letters, etc.) to get your points across. Be sure you are understood. (One way is to ask for signed acknowledgments and assurances of cooperation.)

[illegible] a top management official in your company as Equal Employment Opportunity Officer (or equivalent title) to coordinate company efforts, to advise and assist your key staff, including superintendents and foremen, and to serve as a focal point for any complaints.

[illegible] Assure non-discriminatory recruiting for your company, taking appropriate steps such as:

(a) Placing employment advertisements in newspapers which serve the largest number of minority-group people in the recruiting area;
(b) [illegible] through schools and colleges having substantial proportions of minority students,
(c) Maintaining systematic contacts with minority and human relations organizations, leaders, and spokesmen to improve referral of qualified minority applicants (including those in related work such as fabricating shops and home repair) and minority youths interested in construction occupations;
(d) Encouraging present employees to refer minority applicants;
(e) Making it known to all recruitment sources that qualified minority members are being sought for consideration [illegible] supervisory, journeyman, office, and technical jobs as well as others, whenever the company hires.

[illegible] Assure non-discriminatory hiring by your company, taking appropriate steps such as:

(a) [illegible] acting personally those of your staff who make hiring decisions that minority applicants for all jobs (including supervisory, journeyman, office, and technical jobs) are to be considered without discrimination;
(b) Where union agreements exist --
1. cooperating with your unions (perhaps through your contractors' organization) in the development of programs to assure qualified minority persons -- including apprentices -- of equal opportunity for employment in the construction trades;
2. including an effective non-discrimination clause in new or renegotiated union agreements;
(c) Using as many apprentices and summer and part-time trainees -- particularly from the minority group -- as work needs and union agreements, if any, will permit.

[illegible] that your company makes maximum use of apprenticeship and other training to help equalize opportunity for minority persons, taking appropriate steps such as:

(a) Sponsoring and assisting minority youths as well as others to enter pre-apprentice and apprentice training, and making such training available to the maximum extent within your company;
(b) [illegible] actively encouraging minority employees as well as others to increase their skills and job potential through participation in training and education programs, and helping to assure that such programs are adequate and are in fact available to minority persons;
(c) Actively participating in Joint Apprenticeship Committees;
(d) Working with civic, labor, and contractors' organizations (helping to organize a sponsoring group if necessary) to conduct an open-admission training resource for the construction trades in your area.

[illegible] Assure non-discriminatory placement and promotion within your company, taking appropriate steps such as:

(a) [illegible] structing personally those of your staff who make decisions on placement and promotion that minority employees are to be considered without discrimination, and that job areas in which there is little or no minority representation should be reviewed to determine whether this results from discrimination;

(b) Distributing written questionnaires to all lower-paid employees, inquiring as to their interest and skills with respect to any of the higher-paid trades, followed by assistance, counselling, and effective measures to enable employees with interest and potential to qualify themselves for such trades.

7. Assure non-discriminatory pay, other compensation, and working conditions in your company, taking appropriate steps such as:

(a) Examining rates of pay and fringe benefits for present employees with equivalent duties, and adjusting any inequities found;
(b) Not reducing the compensation of existing employees whom you have converted to on-the-job trainee status;
(c) Advising all qualified employees whenever there is an opportunity to perform overtime work.

8. Assure non-discriminatory demotion, layoff, or termination, perhaps by requiring advance clearance of such actions through your company's Equal Employment Opportunity Officer.

9. Encourage non-discriminatory subcontracting for your company, taking appropriate steps such as:

(a) Encouraging minority-group subcontractors, and subcontractors with minority representation among their employees, to bid for subcontracting work;
(b) Counselling and assisting minority craftsmen who have the interest and potential to become subcontractors, with respect to securing performance bonds, writing contracts, and making bids.

10. Follow through, questioning, verifying, making whatever changes or additions to your program may be necessary to obtain results.

Form Approved
Budget Bureau No. 63R1137

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: R. H. Garrett Paving Contractor, Inc.

Address and Zip Code: Route 1 - Box 239
Statham, Ga. 30666

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   Yes ☐ No ☐ *(If answer is yes, identify the most recent contract.)*

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐ *(If answer is yes, identify the most recent contract.)*

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

R. H. Garrett, Pres. - Vice Pres.
Name and Title of Signer (Please Type)

R. H. Garrett
Signature

5-12-75
Date

FORM APPROVED
BUDGET BUREAU NO. 63.R1138

HUD-4238-CD-2
(1/71)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR _____ PROJECT NO

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   Yes ☐ No ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

_____
NAME AND TITLE OF SIGNER *(Please Type)*

_____ _____
SIGNATURE DATE